

A CONTRACT

for the provision of services in the form of marketing and associated advertising assignments has been drawn up today between:

Parties

CBD Living
705 E HARRISON ST
STE 100
CORONA, CA 92879

Erika Kinsey
Address: 1793 Glenmount Ave.
Akron, OH 44301
Phone: (330) 383-0284

Background

Erika Kinsey is one of Sweden's most successful sportspersons and is one of the world's top athletes. CBD Living is one of the leading manufacturers of cannabidiol products.

The Parties agree that CBD Living shall be allowed to use Erika Kinsey's name and pictures during the period of the Contract in marketing contexts worldwide and that Erika shall participate in CBD Living's marketing on the terms and conditions referred to in this Contract.

Object of the Contract/scope

- 3.1 Erika Kinsey hereby undertakes to, during the term of the Contract and for the scope regulated below, provide CBD Living with their services in the form of marketing, logo placement and associated advertising assignments in respect of the operations and goals of CBD Living.
- 3.2 Erika Kinsey undertakes to be photographed and interviewed for the needs of CBD Living following agreement between the Parties. CBD Living shall pay the costs of and in conjunction with these activities.
- 3.3 CBD Living obtains the right to, without territorial limitation during the term of the Contract, utilize Erika Kinsey's name and pictures in its marketing and also for production of shop material, television, advertising, etc. However, all of the material must first be approved by Erika.
- 3.4 CBD Living shall pay for the cost of producing the material, activities, travel and any additional costs in conjunction with this contract.

EXHIBIT A

- 3.5 CBD Living accepts all product liability and undertakes to compensate Erika Kinsey for all possible costs that may be incurred as a consequence of assignments under this Contract.
- 3.6 CBD Living is entitled to use the use Erika Kinsey for activities on which the Parties agree for no more than 14 days per contract year. Part of a day is counted as a full day unless otherwise agreed. These activities shall, to the extent possible, be scheduled for a period when Erika is not competing in her sport, and shall be planned in advance to the greatest extent possible. CBD Living shall pay for the cost of these activities, and costs that arise for Erika in conjunction with these activities.
- 3.7 CBD Living obtains the right to be linked to Erika Kinsey's social media and website, and is thereby also entitled to distribute information about its operation via the platform. The greatest attempts shall be made to ensure that Erika's website has a clear and simple link to the CBD Living website and the converse.

Remuneration

CBD Living shall remunerate Erika Kinsey by \$12,000 (USD) per annum and unlimited product fulfillment at Erika's request, for the rights CBD living obtains through this Contract, distributed as follows:

\$5,000 (USD) shall be paid to Erika Kinsey following the signing of the Contract by both Parties. This first payment is the prorated period of year 2019. A period covering 08-01-19 up to and including 12-31-19. An invoice will be sent immediately following the signing of this Contract.

\$12,000 shall be paid to Erika Kinsey no later than 01-31-20, for contract year 2020.
\$12,000 shall be paid to Erika Kinsey no later than 01-31-21, for contract year 2021.
\$12,000 shall be paid to Erika Kinsey no later than 01-31-22, for contract year 2022.
\$12,000 shall be paid to Erika Kinsey no later than 01-31-23, for contract year 2023.
\$12,000 shall be paid to Erika Kinsey no later than 01-31-24, for contract year 2024.

Payments shall be made no later than 21 days following an invoice to the bank account specified by Erika Kinsey. Invoices will be sent by January 10, each year.

Term of the Contract

The Contract applies from and including the period of 08-01-19 up to and including 12-31-24.

6. Option

CBD Living is entitled to extend the Contract on the following terms and conditions. The Parties shall start negotiations about the terms and conditions for extension by no later than 10-31-24. The negotiations shall be completed by no later than 12-31-24.

Notice of termination

Notice may be given terminating this Contract, with effect one month after the defaulting Party has been served with such written notice of termination, in the event of either Party's breach of contract and provided that the Party breaching the Contract does not implement rectification no later than one week following receipt of a written request to do so.

Erika Kinsey and CBD Living undertake during the term of the Contract not to make any negative statements about each other's operation or person, or in some other way appear in a way that may bring Erica's or CBD Living's person/operation into disrepute or give rise to bad publicity in respect of Erika's or CBD Living's person/operation.

CBD Living is entitled to give notice terminating the Contract with immediate effect if Erika Kinsey is sentenced to suspension by the authority of sporting legal instance for any breach of the doping rules.

If Erika Kinsey completely ends their sporting career due to injury or of her own accord for other reasons, the Parties shall immediately discuss alternative additional activities where Erika can market CBD Living and its products. If no agreement can be reached in respect of alternative activities, CBD Living shall be entitled to give notice terminating the Contract in its entirety 12 months after Erika has ended her career.

1. Exclusivity

Erika Kinsey undertakes during the period of the Contract not to participate in marketing activities taken by another company directly competing with CBD Living.

Erika Kinsey also undertakes during the period up to and including 12-31-24 not to commence negotiations with any other company competing with CBD Living.

1. Assignment

CBD Living is not entitled to assign the advertising rights under this Contract to any other party without the separate written consent of Erika Kinsey.

1. Confidentiality

The Parties undertake, neither during the term of validity of this Contract nor thereafter, not to reveal such information to an outsider that a Party has received from

the other Party and that is of such a nature that it is to be regarded as the other Party's business secret, nor disclose the terms and conditions of this Contract.

In the event that the Contract must be produced for public authorities, auditors or for other accounting purposes, this must be done through requesting a confidentiality undertaking and having this signed by the third party to protect the content of the Contract.

1. Applicable law

This Contract shall be assessed in accordance with Ohio and California state law. Conciliation shall be applied in the first instance, in which legal representatives appointed shall mediate for each Party. The dispute shall be determined by a court if an agreement cannot subsequently be reached.

This Contract has been drawn up as two (2) identically worded counterparts, of which the Parties have each received their part.

CBD Living Representative: Erika Kinsey

Date:08-21-19

Date:.....

Print: SEAN MCDONALD

Sign:.....

Sign:.....*Sean McDonald*